

**PURCHASED SERVICES  
CONTRACT  
BETWEEN  
STATE OF WASHINGTON  
DEPARTMENT OF RETIREMENT SYSTEMS  
AND  
XXXXXXXXXXXXXXXXXXXXXXXXXXXX**

**CONTRACT No. 02-nnnn**

This Contract is made and entered into by and between the State of Washington, Department of Retirement Systems (DRS), hereinafter referred to as "DRS" or the Agency, and Daniels Consulting, hereinafter referred to as "CONTRACTOR"

XXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXX  
Federal Tax ID: nn-nnnnnnn  
Washington State UBI No. nnn-nnn-nnn

NOW THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated and made a part hereof, the AGENCY and CONTRACTOR mutually agree as follows:

All rights and obligations of the parties to this contract shall be subject to and governed by those Special Terms and Conditions contained in the text of this contract and the General Terms and Conditions, each attached and incorporated by reference herein.

**SPECIAL TERMS AND CONDITIONS:**

**I. PURPOSE**

The purpose of this contract is to retain a qualified firm to provide support services to DRS' eBusiness Architecture Project. The project objective is to identify, define, document and implement the use of standards appropriate to the development of eBusiness applications within the Agency.

**II. SCOPE OF WORK**

The Contractor shall perform the activities described in Attachment A, "Statement of Work", incorporated in this contract by reference herein.

The Contractor shall provide (Name/s), at a rate of (rate/s) per hour for the period specified in Section III PERIOD OF PERFORMANCE to perform the services described in the Statement of Work, Attachment A, incorporated by reference herein.

**III. PERIOD OF PERFORMANCE**

Subject to its other provisions, the period of performance of services under this contract will be from **September 3, 2002 thru December 31, 2002**, unless terminated sooner as provided herein.

**IV. COMPENSATION AND PAYMENT**

The maximum amount of this contract shall not exceed \$50,000 U.S. DRS shall pay an hourly rate. Expenses incurred in the performance of this contract are the responsibility of the Contractor. The Contractor shall pay all applicable taxes assessed on the compensation received under this contract and shall identify and pay those taxes under Contractor's federal and state identification number(s).

**v. BILLING PROCEDURES**

**A.** DRS will pay Contractor upon receipt of properly completed invoices.

1. DRS shall make incremental payments to contractor for work performed under this contract. Payment shall be made no later than thirty days after receipt and approval of a properly submitted and correct invoice. Acceptance of work performed will be the sole responsibility of the Project Manager. DRS has the right to withhold payment if the Contractor does not fulfill any responsibilities under this contract in a manner satisfactory to DRS. DRS may, in its sole discretion, terminate the contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this contract. If payment(s) will be delayed due to nonperformance or substandard performance, written notification to the Contractor will be provided within 10 days from the receipt of the invoice.
2. No more than one invoice per calendar month will be allowed. Each invoice must include company name, address and telephone number, invoice number, federal identification number, contract number, percent of progress toward accomplishing tasks assigned and deliverable in Attachment A, hours worked, name of the person performing the work, the associated payment amount(s) and an invoice total.
3. Invoices shall be directed to: ATTN: Jeff Wickman, Strategic Initiatives Manager, Washington State Department of Retirement Systems, P.O. Box 48380, Olympia, Washington 98504-8380.
4. Under this contract, DRS will not make any deduction for federal income tax withholding or Social Security withholding. Such actions are the responsibility of the Contractor.
5. Advanced Payment Prohibited -- No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by DRS.

## **VI. DEFINITIONS**

As used throughout this contract, exhibits, and attachments, the following terms shall have the meanings set forth below:

- A. **“Contractor”** shall mean Daniels Consulting.
- B. **“Contract Manager”** shall mean the agency representative delegated as the authority to administer the contract.
- C. **“Project Manager”** mean the Contract Manager’s designee.
- D. **“DRS”** shall mean the Washington State Department of Retirement Systems as described in Chapter 41.50 RCW.
- E. **“Director”** shall mean the agency employee authorized by RCW 41.50.020 who serves as the executive and administrative head of DRS.
- F. **“PERS”** shall mean Public Employees’ Retirement System.
- G. **“Guidelines”** shall include the policies and procedures and other written instructions implemented by DRS.
- H. **“RFP”** shall mean Request for Proposals.

## **VII. HOLD HARMLESS AND INDEMNIFICATION**

Contractor agrees that it is financially responsible (liable) for any audit exception or other financial loss to the state of Washington which occurs due to the negligence, intentional acts, or failure for any reason, to comply by Contractor and/or its agents, employees, subcontractors or representatives with the terms of this contract.

Contractor further agrees to protect and save the state, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands and causes of action of any kind or character, including the cost of defense thereof, arising in favor of Contractor’s employees or third parties on account of personal injuries, death or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of Contractor and/or its agents, employees, subcontractors or representatives under this contract.

## **VIII. RIGHTS IN DATA**

Unless otherwise provided, data which originates from this contract shall be “works for hire” as defined by the U. S. Copyright Act of 1976 and shall be owned by DRS. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, videotapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

Data which is delivered under the contract, but which does not originate from the contract shall be transferred to DRS with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; **provided**, that such license shall be limited to the extent which Contractor has a right to grant such a license. Contractor shall exert all reasonable effort to advise DRS, at the time of delivery of data furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such documents that was not produced in the performance of this contract. DRS shall receive prompt written notice of each notice or claim of copyright infringement received by Contractor with respect to any data delivered under this contract. DRS shall have the right to modify or remove any restrictive markings placed upon the data by Contractor

#### **IX. CONTRACT MANAGEMENT**

The Contract Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this Contract.

Contract Manager for Contractor is:	Contract Manager for AGENCY is:
	Jeff Wickman P.O. Box 48380 Olympia, WA 98504-8380 Phone: (360) 664-7303

#### **VIII. APPROVAL**

This contract shall be subject to the written approval of the DRS authorized representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

THIS CONTRACT is executed by the persons signing below, who warrant that they have the authority to execute the contract.

	Department of Retirement Systems
Print Name:	Print Name: Jeff Wickman
Title:	Title: Strategic Initiatives Manager
Dated:	Dated: